

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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AUG 28 2008

BERSTEIN

ZOILA IGLESIAS, individually and as next friend
of J.R. and K.R. infants,

Plaintiffs,

08 Civ. 1595 (AKH)

-against-

JOHN MATTINGLY, individually and as Commissioner,
HELEN COLON, individually and as caseworker,
CARYNE MORENCY, individually and as supervisor;
TRACEY LISSIMORE, individually and as manager;
TAMIKA McCOY, individually and as caseworker,
FLORENCE UBA, individually and as supervisor,
LEAKE & WATTS SERVICES, Inc.,
LIANNE CLARK PARRIS, individually and caseworker,
ZOLA VIOLA, individually and as supervisor, COALITION
FOR HISPANIC FAMILY SERVICES, Inc., CITY OF NEW
YORK, and GLADYS CARRION, as Commissioner,

**STIPULATION
AND ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

Defendants.

X

WHEREAS, plaintiffs commenced this action by filing a complaint on February 15, 2008, against defendants John Mattingly, Helen Colon, Caryne Morency, Tracey Lissimore, Tamika McCoy, Florence Uba, Leake & Watts Services, Inc, Lianne Claeke Parris, Zola Viola, Coalition for Hispanic Services, Inc., City of New York, and Gladys Carrion, alleging that certain of plaintiff's civil rights were violated; and,

WHEREAS, plaintiffs filed an Amended Complaint on March 21, 2008.

WHEREAS, Tamika McCoy, Florence Uba, Leake & Watts Services, Inc ("Settling Defendants"), have denied any and all liability arising out of plaintiffs' allegations; and,

WHEREAS, plaintiffs and Settling Defendants now desire to resolve all issues raised between them in this litigation, including plaintiffs' demand for an award of costs and attorneys'"

fees, without further proceedings and without admitting fault or liability; and,

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned as follows:

1. The above-captioned action is hereby dismissed against defendants Tamika McCoy, Florence Uba, Leake & Watts Services, Inc, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" of this stipulation and as otherwise set forth below.
2. Defendant Tamika McCoy, Florence Uba, Leake & Watts Services, Inc. hereby agrees to pay plaintiffs the sum of ten thousand dollars (\$10,000.00) (the "Settlement Amount"), in full satisfaction of all claims raised in the Complaint or Amended Complaint, or that could have been raised in the Complaint or Amended Complaint, including costs, expenses, interest and attorneys' fees.
3. In consideration for the payment of the Settlement Amount, plaintiffs agree to dismissal with prejudice of all the claims against the Settling Defendants, and to release all Settling Defendants, their successors and/or assigns, Tamika McCoy, Florence Uba, Leake & Watts Services, Inc, and all present or former officials, employees, representatives or agents of Tamika McCoy, Florence Uba, Leake & Watts Services, Inc (collectively the "Released Parties") and do release them from any and all liability, claims, or rights or causes of action which could have been asserted by or on behalf of plaintiffs against any of the Released Parties based on any act, omission, event or occurrence from the beginning of the world up to and including the date hereof, without limitation, arising out of or relating to the events contained in the Complaint or the Amended Complaint in this action and arising from any incidents mentioned therein,

including, but not limited to, any and all claims relating to the placement, as well as all claims for costs, expenses, interest and/or attorneys' fees.

4. This Court retains jurisdiction for the purposes of enforcing this Stipulation and Order.

5. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
July 21, 2008.

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SO ORDERED: 8-28-08

John J. Holden
U.S.D.J. m